

1 MICHAEL J. STORTZ (SBN 139386)  
Michael.Stortz@dbr.com  
2 MATTHEW J. ADLER (SBN 273147)  
Matthew.Adler@dbr.com  
3 DRINKER BIDDLE & REATH LLP  
50 Fremont Street, 20th Floor  
4 San Francisco, California 94105-2235  
Telephone: 415-591-7500  
5 Facsimile: 415-591-7510

6 SEAMUS C. DUFFY\*  
seamus.duffy@dbr.com  
7 MICHAEL W. MCTIGUE JR.\*  
michael.mctigue@dbr.com  
8 MEREDITH C. SLAWE\*  
meredith.slawe@dbr.com  
9 DRINKER BIDDLE & REATH LLP  
One Logan Square, Ste. 2000  
10 Philadelphia, PA 19103-6996  
Telephone: (215) 988-2700  
11 Facsimile: (215) 988-2757

12 Attorneys for Defendant  
COMCAST CABLE COMMUNICATIONS, LLC  
13 \*pro hac vice to be sought

14 UNITED STATES DISTRICT COURT  
15 NORTHERN DISTRICT OF CALIFORNIA  
16

17 BRANDON HODGES, for himself, and all  
others similarly situated,

18 Plaintiff,

19 v.  
20

21 COMCAST CABLE COMMUNICATIONS,  
LLC, a Delaware limited liability company;  
and DOES 1-50, inclusive,

22 Defendants.  
23  
24  
25  
26  
27  
28

Case No. \_\_\_\_\_

**DEFENDANT'S NOTICE OF  
REMOVAL**

**NOTICE TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR  
THE NORTHERN DISTRICT OF CALIFORNIA:**

Pursuant to 28 U.S.C. §§ 1331, 1332, 1441, 1446, and 1453, Defendant Comcast Cable Communications, LLC (“Defendant”) hereby removes this action from the Superior Court of California, Alameda County, to the United States District Court for the Northern District of California.<sup>1</sup> In support of this removal, Defendant states as follows:

**I.**

**JURISDICTIONAL STATEMENT – FEDERAL QUESTION JURISDICTION**

1. Under 28 U.S.C. § 1331, the United States District Court has original jurisdiction of all civil actions arising under the laws of the United States.

2. Counts I through III of Plaintiff’s Complaint allege claims under the subsection of the Cable Communications Policy Act of 1984 governing protection of subscriber privacy, 47 U.S.C. § 551 (the “Cable Act”), over which this Court has original jurisdiction. *See* Compl. ¶¶ 33-39; *see also id.* ¶¶ 10-13.

3. Count VI of Plaintiff’s Complaint advances a claim under California’s Unfair Competition Law, California Business and Professions Code § 17200 *et seq.* (the “UCL”). *See id.* ¶¶ 44-47. The predicate “unlawful” acts identified by Plaintiff in Count VI of his Complaint include alleged violations of the Cable Act—in other words, violations of federal law. *See id.* ¶ 46(a)-(c). This claim also arises under federal law and can be removed to federal court. *See, e.g., Grable & Sons Metal Prods., Inc. v. Darue Eng’g*, 545 U.S. 308 (2005); *Calif. ex rel. Lockyer v. Dynegy, Inc.*, 375 F.3d 831, 840 (9th Cir. 2004); *D’Alessio v. NYSE*, 258 F.3d 93 (9th Cir. 2001); *Sparta Surgical Corp. v. NASD*, 159 F.3d 1209 (9th Cir. 1998); *Brennan v. Sw. Airlines Co.*, 134 F.3d 1405 (9th Cir. 1998); *Nat’l Credit Reporting Ass’n v. Experian Info. Solutions, Inc.*, C04-01661WHA, 2004 WL 1888769 (N.D. Cal. July 21, 2004).

4. This Court therefore has jurisdiction over this action pursuant to 28 U.S.C. § 1331, making this action removable pursuant to 28 U.S.C. §§ 1441(a). This Court further has

<sup>1</sup> By removing this action, Defendant does not waive any defenses, objections or motions available to it under state or federal law.

supplemental jurisdiction over any state law claims pursuant to 28 U.S.C. § 1367, as the state law claims derive from “a common nucleus of operative fact.” *United Mine Workers of Am. v. Gibbs*, 383 U.S. 715, 725 (1966).

## II.

### **JURISDICTIONAL STATEMENT – THE CLASS ACTION FAIRNESS ACT**

5. As a separate and independent basis for removal, Defendant removes this action pursuant to the Class Action Fairness Act of 2005 (“CAFA”), Pub. L. No. 109-2, 119 Stat. 4 (2005), which grants federal courts diversity jurisdiction over putative class actions that have: (1) been commenced after February 18, 2005; (2) minimal diversity; (3) 100 or more class members; and (4) an aggregate amount in controversy in excess of \$5,000,000. *See* 28 U.S.C. §§ 1332 note, 1332(d)(2)(A), 1332(d)(5)(B), 1332(d)(2). This putative class action satisfies every applicable jurisdictional prerequisite.<sup>2</sup>

#### **A. Commencement**

6. CAFA applies to civil actions that are commenced after CAFA’s effective date, *i.e.*, after February 18, 2005. *See* 28 U.S.C. § 1332 note.

7. Plaintiff Brandon Hodges (“Plaintiff”) commenced this action on February 21, 2018, by filing a Complaint in the Superior Court of California, Alameda County, under the caption *Brandon Hodges et al. v. Comcast Cable Communications, LLC et al.*, No. Rg18893764. *See* Compl. (attached as part of Exhibit A).

8. Accordingly, this action was commenced after February 18, 2005.

#### **B. Minimal Diversity**

9. CAFA requires only minimal diversity, *i.e.*, that “any member of a class of plaintiffs

---

<sup>2</sup> Strictly speaking, CAFA’s amount-in-controversy requirement is located in § 1332, which applies to actions that are filed by plaintiffs, not in § 1453, which applies to actions that are removed by defendants. Although normally an action is only removable if it could have been filed in federal court originally, Congress can “expressly provid[e]” otherwise. *See* 28 U.S.C. § 1441(a). Here, Section 1453(b) states that an action may be removed so long as it is a “class action.” *See* 28 U.S.C. § 1453(b). Nothing in Section 1453(b) suggests that removed actions must satisfy Section 1332. *Cf.* 14B Charles A. Wright et al., *Federal Practice & Procedure* § 3724 (4th ed. 2009). Indeed, the plain language of Section 1453 suggests otherwise, as it incorporates Section 1332’s definition of “class action” but not its various other requirements. *See* 28 U.S.C. § 1453(a). This is an academic point here, however, as Section 1332(d) is satisfied in any event. *See infra*.

1 is a citizen of a State different from any defendant.” 28 U.S.C. § 1332(d)(2)(A); *see also Serrano*  
 2 *v. 180 Connect, Inc.*, 478 F.3d 1018, 1020, 1021 (9th Cir. 2007) (“[U]nder CAFA, complete  
 3 diversity is not required; ‘minimal diversity’ suffices.” (citations omitted)).

4 10. Comcast Cable Communications, LLC is a citizen of the Commonwealth of  
 5 Pennsylvania and the State of Delaware because it is organized under the laws of Delaware and has  
 6 its principal place of business in Pennsylvania. *See* Compl. ¶ 4; *see also* 28 U.S.C. § 1332(d)(10)  
 7 (“For purposes of this subsection and section 1453, an unincorporated association shall be deemed  
 8 to be a citizen of the State where it has its principal place of business and the State under whose  
 9 laws it is organized.”).

10 11. Plaintiff alleges that he is a resident of California. *See* Compl. ¶ 3. Upon  
 11 information and belief, Plaintiff has no present intention to relocate to another state and is therefore  
 12 not only a resident, but also a domiciliary and citizen, of California. *See, e.g., Newman-Green, Inc.*  
 13 *v. Alfonzo-Larrain*, 490 U.S. 826, 828 (1989) (discussing residence, domicile, and citizenship);  
 14 *Kanter v. Warner-Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001) (same).

15 12. Plaintiff defines the putative class as “[a]ll persons in California with a residential  
 16 Comcast cable television subscription at any time during the applicable statutory limitations  
 17 period(s).” Compl. ¶ 25.

18 13. Accordingly, there is minimal diversity between at least one defendant (Defendant  
 19 is not a citizen of California) and at least one plaintiff (Plaintiff is a resident and citizen of  
 20 California) or unnamed member of the putative class (all of whom received service in California  
 21 and not all of whom are citizens of Pennsylvania or Delaware). *See* 28 U.S.C. § 1332(d)(2)(A).

## 22 **C. Numerosity**

23 14. CAFA does not apply to class actions “in which . . . the number of members of all  
 24 proposed plaintiff classes in the aggregate is less than 100.” 28 U.S.C. § 1332(d)(5)(B).

25 15. Plaintiff defines the putative class as “[a]ll persons in California with a residential  
 26 Comcast cable television subscription at any time during the applicable statutory limitations  
 27 period(s).” Compl. ¶ 25.

28 16. Plaintiff alleges that the putative class is “so numerous that joinder of all Class

1 members is impracticable.” *Id.* ¶ 28.

2 17. There were substantially more than 100 persons in California with residential  
3 Comcast cable television subscriptions in the year preceding the filing of this action.

4 18. Accordingly, there are more than 100 putative class members. *See* 28 U.S.C.  
5 § 1332(d)(5)(B).

6 **D. Amount in Controversy**

7 19. CAFA requires that “the matter in controversy exceeds the sum or value of  
8 \$5,000,000, exclusive of interest and costs.” 28 U.S.C. § 1332(d)(2).

9 20. “[T]o determine whether the matter in controversy exceeds the sum or value of  
10 \$5,000,000,” the “claims of the individual class members shall be aggregated.” *Id.* § 1332(d)(6).

11 21. Plaintiff claims that Comcast has violated federal and California statutory law and  
12 requests as redress (among other things) “liquidated damages to Plaintiff and each Class member  
13 computed at the rate of \$100 a day for each day of violation of 47 U.S.C. § 551 or \$1,000, whichever  
14 is higher,” “statutory damages of \$5,000 per violation of Penal Code § 637.5 for Plaintiff and each  
15 Class member,” and “punitive damages.” Compl., Prayer for Relief ¶¶ 2-4.

16 22. Plaintiff also seeks class-wide injunctive relief requiring Defendant to, among other  
17 things, change its procedures and subscriber notices regarding subscriber video activity data.  
18 *See id.*, Prayer for Relief ¶ 1. The costs associated with implementing these potential remedies  
19 would be substantial.

20 23. Plaintiffs also seek an award of attorneys’ fees and costs. *See id.*, Prayer for Relief  
21 ¶ 5. Awards of attorneys’ fees and costs may be included in the amount in controversy.  
22 *See, e.g., Guglielmino v. McKee Foods Corp.*, 506 F.3d 696, 698 (9th Cir. 2007); *Galt G/S v. JSS*  
23 *Scandinavia*, 142 F.3d 1150, 1156 (9th Cir. 1998) (“[W]here an underlying statute authorizes an  
24 award of attorneys’ fees, either with mandatory or discretionary language, such fees may be  
25 included in the amount in controversy.”). A fee award in a certified class action can often amount  
26 to as much as thirty percent (30%) of a class’s recovery, which could increase the amount in  
27 controversy by 30% or, put another way, to 130% of the class’s claimed recovery.  
28 *See, e.g., Frederico v. Home Depot*, 507 F.3d 188, 199 (3d Cir. 2007) (citing cases); *Jasso v. Money*

1 *Mart Exp., Inc.*, No. 11-5500, 2012 WL 699465, at \*7 (N.D. Cal. Mar. 1, 2012) (stating that fee  
2 award of 25% of class recover was “not unreasonable”).

3 24. The amount in controversy would increase if it included alleged damages that accrue  
4 after the date of this Notice of Removal. *See, e.g., Lao v. Wickes Furniture Co.*, 455 F. Supp. 2d  
5 1045, 1050 (C.D. Cal. 2006) (including “future damages” in amount in controversy because class  
6 period continued from date of filing to date of certification); *Home Depot v. Rickher*, No. 06-8006,  
7 2006 WL 1727749, at \*2 (7th Cir. May 22, 2006) (including future effects of injunction in  
8 calculation of amount in controversy).

9 25. Although Defendant denies that it has any liability to Plaintiff or anyone else, and  
10 denies that the putative class could be properly certified under Federal Rule of Civil Procedure 23,  
11 the aggregate amount placed “in controversy” by the Complaint—that is, the aggregate value of all  
12 damages and fees sought and the costs of complying with all equitable relief sought—exceeds  
13 \$5,000,000. *See* 28 U.S.C. § 1332(d)(6) (“In any class action, the claims of the individual class  
14 members shall be aggregated to determine whether the matter in controversy exceeds the sum or  
15 value of \$5,000,000, exclusive of interest and costs.”).

16 26. Because this is a putative class action that was commenced after February 18, 2005  
17 in which there is minimal diversity, more than 100 putative class members, and more than  
18 \$5,000,000 in the aggregate in controversy, this Court has original subject matter jurisdiction.  
19 *See* 28 U.S.C. § 1332(d)(2)(A).

20 27. This Court therefore also has jurisdiction over this action pursuant to 28 U.S.C.  
21 § 1332, making this action removable pursuant to 28 U.S.C. §§ 1441(a).

### 22 **III.**

### 23 **PROCEDURAL STATEMENT**

#### 24 **A. Timeliness**

25 28. Pursuant to 28 U.S.C. § 1446(b) and Federal Rule of Civil Procedure 6, this Notice  
26 of Removal has been timely filed within thirty (30) days of service because Plaintiff purported to  
27 serve Defendant on February 22, 2017. *See Murphy Bros, Inc. v. Michetti Pipe Stringing, Inc.*, 526  
28 U.S. 344, 351-52 (1999).

1 **B. Defendant**

2 29. Pursuant to 28 U.S.C. § 1453(b), a putative class action may be removed “without  
3 regard to whether any defendant is a citizen of the State in which the action is brought.”  
4 Nevertheless, Defendant is not a citizen of the state in which this action was brought.

5 **C. District**

6 30. Pursuant to 28 U.S.C. § 1441(a), removal to the United States District Court for  
7 the Northern District of California is proper because it embraces the Superior Court of California,  
8 Alameda County, where this action is now pending. *See* 28 U.S.C. § 84(a).

9 **D. Intradistrict Assignment**

10 31. This action arises in Alameda County, where it is now pending in the Superior Court  
11 of California, because Plaintiff alleges that a substantial part of the events or omissions which give  
12 rise to his claim occurred in Alameda County. *See* Compl. ¶¶ 6 (alleging Plaintiff “resides in  
13 Alameda County and his contract with Comcast was to be performed in Alameda County”), 19  
14 (alleging Plaintiff “subscribed to Comcast cable television service for his residence in Oakland”);  
15 Civil L.R. 3-2(c). Accordingly, this action properly is assigned either to the Oakland Division or  
16 to the San Francisco Division. *See* Civil L.R. 3-2(d).

17 **E. Attachments**

18 32. Pursuant to 28 U.S.C. § 1446(a), copies of the Complaint and any other process,  
19 pleadings and orders that Plaintiff purportedly served on Defendant as of the date of this Notice are  
20 attached collectively as Exhibit A.

21 **F. Evidence**

22 33. Pursuant to 28 U.S.C. § 1446(a), it is sufficient to provide a “short and plain”  
23 allegation of jurisdiction and it is not necessary to attach evidence establishing those allegations.  
24 *See Dart Cherokee Basin Operating Co. v. Owens*, 135 S. Ct. 547, 554 (2014) (“A statement ‘short  
25 and plain’ need not contain evidentiary submissions.”).

26 **G. Notices**

27 34. Pursuant to 28 U.S.C. § 1446(d), Defendant will promptly file a copy of this Notice  
28 of Removal in the Superior Court of California, Alameda County, and give written notice of the

1 removal of this action to counsel for Plaintiff.

2 **H. Defenses**

3 35. By removing this action to this Court, Defendant does not concede that it has any  
 4 liability, let alone liability of greater than \$5,000,000, to the members of the putative class.  
 5 *See, e.g., Brill v. Countrywide Home Loans, Inc.*, 427 F.3d 446, 449 (7th Cir. 2005) (“[The  
 6 defendant] did not have to confess liability in order to show that the controversy exceeds the  
 7 threshold.”). Rather, “[t]he amount in controversy is simply an estimate of the total amount in  
 8 dispute, not a prospective assessment of defendant’s liability.” *Lewis v. Verizon Commc’ns, Inc.*,  
 9 627 F.3d 395, 400 (9th Cir. 2010) (citing cases); *Helm v. Alderwoods Grp., Inc.*, No. 08-1184, 2008  
 10 WL 2002511, at \*5 (N.D. Cal. May 7, 2008) (“[D]efendants cannot be expected to try the case  
 11 themselves for purposes of establishing jurisdiction, and then admit to the opposing party and to  
 12 the Court that a certain number of . . . violations did indeed occur.”).

13 36. By removing this action to this Court, Defendant does not waive any defenses,  
 14 objections or motions available to them under state or federal law. Defendant expressly reserves  
 15 the right to move to dismiss or for judgment in favor of Defendant pursuant to Rules 12 and 56 of  
 16 the Federal Rules of Civil Procedure, to strike or oppose the certification of any putative class  
 17 pursuant to Federal Rule of Civil Procedure 23, and to move to compel arbitration of Plaintiff’s  
 18 claims pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

19 **WHEREFORE**, Defendant respectfully removes this action from the Superior Court of  
 20 California, Alameda County, to the United States District Court for the Northern District of  
 21 California, pursuant to 28 U.S.C. §§ 1331, 1332, 1441, 1446, and 1453.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///



1 Dated: March 23, 2018

DRINKER BIDDLE & REATH LLP

2  
3 By: /s/ Michael J. Stortz

4 Michael J. Stortz

Matthew J. Adler

5 Seamus C. Duffy

6 Michael W. McTigue Jr.

Michael P. Daly

7 Meredith C. Slawe

8 Attorneys for Defendant

COMCAST CABLE COMMUNICATIONS,  
9 LLC

# **EXHIBIT A**

2/20/18 BPR

SUM-100

# SUMMONS (CITACION JUDICIAL)

## NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Comcast Cable Communications, LLC, a Delaware limited liability company; and Does 1-50, inclusive

## YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Brandon Hodges, for himself, and all others similarly situated

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)  
**ENDORSED  
FILED**  
**ALAMEDA COUNTY**

**FEB 21 2018**

CLERK OF THE SUPERIOR COURT

By TANIA PIERCE Deputy

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desear el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Alameda County Superior Court  
Oakland, Rene C. Davidson Alameda County Courthouse  
1225 Fallon St., Oakland, CA 94612

CASE NUMBER:  
(Número del Caso):

Rg18893764

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Ray E. Gallo, Gallo LLP, 1299 4th St., Ste. 505, San Rafael, CA 94901; (415) 257-8800

DATE: 2/20/2018  
(Fecha)

**Chad Finke**

Clerk, by  
(Secretario)

**TANIA PIERCE**

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

## NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): Comcast Cable Communications, LLC, a Delaware limited liability company;  
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☒ other (specify): Corporation Code 17701.16 (Limited Liability Company)
4. ☐ by personal delivery on (date):

1 Ray E. Gallo (SBN 158903)  
2 rgallo@gallo.law  
3 Dominic Valerian (SBN 240001)  
4 dvalerian@gallo.law  
5 GALLO LLP  
6 1299 Fourth St., Suite 505  
7 San Rafael, CA 94901  
8 Telephone: 415.257.8800

6 Hank Bates (SBN 167688)  
7 hbates@cbplaw.com  
8 CARNEY, BATES & PULLIAM, PLLC  
9 519 West 7th Street  
10 Little Rock, AR 72201  
11 Telephone: 501.312.8500

10 Attorneys for Plaintiff

11  
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 COUNTY OF ALAMEDA

14 Brandon Hodges, for himself, and all  
15 others similarly situated,

16 Plaintiff,

17 vs.

18 Comcast Cable Communications, LLC, a  
19 Delaware limited liability company; and  
20 Does 1-50, inclusive,

21 Defendants

Case No. R918893764  
CLASS ACTION

COMPLAINT FOR DAMAGES AND  
INJUNCTIVE RELIEF BASED ON:

1. Violation of 47 U.S.C. § 551(a)
2. Violation of 47 U.S.C. § 551(b)
3. Violation of 47 U.S.C. § 551(d)
4. Violation of Cal. Pen. Code § 637.5(a)(1)
5. Violation of Cal. Pen. Code § 637.5(d)
6. Violation of Bus. & Prof. Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

By FAX

1 Plaintiff, for himself and all others similarly situated, complains as follows:

2 1. This is a California class action against Comcast Cable Communications, LLC  
3 ("Comcast"), the nation's largest cable provider, for violating cable television subscribers'  
4 statutory privacy rights.

5 2. The allegations herein that relate to Plaintiff's personal actions are made based on  
6 his personal knowledge. The balance are made on information and belief based on the  
7 investigation of counsel.

8 **Parties**

9 3. Plaintiff Brandon Hodges is, and at all relevant times was, an individual residing in  
10 Oakland, California.

11 4. Defendant Comcast Cable Communications, LLC is a Delaware limited liability  
12 company with its principal place of business in Philadelphia, Pennsylvania.

13 5. Plaintiff is unaware of the true identities of those Defendants sued herein as Docs 1  
14 through 50, inclusive, and therefore sue such Defendants by these fictitious names. Plaintiff will  
15 seek leave of Court to amend this Complaint to identify these fictitiously named Defendants when  
16 identified. Each fictitiously named Defendant is liable in some manner for the injuries and  
17 damages alleged by Plaintiff.

18 **Venue**

19 6. Venue is proper in this county under Code of Civil Procedure § 395 because  
20 Plaintiff Brandon Hodges resides in Alameda County and his contract with Comcast was to be  
21 performed in Alameda County.

22 **Comcast's Collection of Personally Identifiable Information**

23 7. Comcast's cable system automatically, generates, transmits, and collects data about  
24 subscribers' cable television viewing activity ("video activity data"), including which channels,  
25 programs, and advertisements subscribers view and for how long.<sup>1</sup>

26  
27 <sup>1</sup> Comcast Customer Privacy Notice, Updated January 1, 2018, § I. Collection of Information,  
28 Information We Collect When You Use The Services, <https://www.xfinity.com/corporate/customers/policies/customerprivacy> (last visited Feb. 19, 2018).

1           8. Comcast disclosures show that the video activity data Comcast collects is  
 2 personally identifiable information (“PII”) under 47 U.S.C. § 551 and individually identifiable  
 3 information (“III”) under Cal. Pen. Code § 637.5(f)(2):

- 4           a. The Comcast Customer Privacy Notice in place from August 1, 2015 to  
 5 January 1, 2018 acknowledged that Comcast may “combine information  
 6 about, [the subscriber’s] use of [Comcast’s] cable services with other  
 7 information [Comcast] obtain[s] from [its] business records (such as [the  
 8 subscriber’s] Comcast account number or device identifiers), or from third  
 9 parties, to deliver better and more relevant products, services and  
 10 advertising.” Video activity data linked to an account number or device  
 11 identifier is PII because Comcast can identify the subscriber associated with  
 12 the video activity data from its records linking account numbers and device  
 13 identifiers with specific subscribers.
- 14           b. Comcast touts its ability to target viewers and measure purchasing behavior  
 15 at the household level through its addressable advertising service. With this  
 16 service, Comcast lets advertisers direct advertising to specific subscribers  
 17 by name or characteristics. To help measure the efficacy of the addressable  
 18 advertisements, Comcast provides household level advertisement exposure  
 19 data to a “third-party matching agent” such as Experian, which combines  
 20 Comcast’s video activity data with household-level purchasing data.<sup>2</sup> For  
 21 the third-party matching agent to link Comcast’s household-level  
 22 advertisement exposure data with the advertiser’s purchasing data, the  
 23 matching agent needs a unique identifier from Comcast and the advertiser  
 24 (or its data provider). Comcast cannot provide such a unique identifier  
 25 unless the advertisement exposure data it collects is personally identifiable.

26  
 27 <sup>2</sup> Sam Thielman, *Comcast to Tap Set-Top Data for Advanced Advertising Service*, Adweek, Jan.  
 28 30, 2014, <http://www.adweek.com/tv-video/comcast-tap-set-top-data-advanced-advertising-service-155335/> (last visited Feb. 19, 2018).

9. Comcast also collects personally identifiable demographic data about its subscribers, including their age, gender, presence and age of children, education, occupation, ethnicity, marital status, household size, property ownership, mortgage/loan/insurance data, automotive ownership, general interests, magazine subscriptions, and wealth/financial status.<sup>3</sup> This data is personally identifiable because it is linked to and concerns a particular subscriber. Comcast maintains this information in its audience database and uses it for a variety of advertising purposes including, *inter alia*, measuring the popularity of programs among subscribers based on their characteristics and targeting advertisements to specific households and groups of households based on their characteristics.

#### Statutory Violations

10. Comcast's treatment of personally identifiable video activity data and demographic data violates several provisions of the Cable Communications Policy Act of 1984 (the "Cable Act"), 47 U.S.C. § 521 *et seq.* Comcast is subject to the Cable Act's protections for subscriber privacy set forth in 47 U.S.C. § 551 because it is a "cable operator" as the term is defined in 47 U.S.C. § 551(a)(2)(C).

11. The Cable Act requires cable operators to provide written notice to their subscribers, upon contracting and annually thereafter, "which clearly and conspicuously informs the subscriber of—", among other things, "the period during which [PII collected ... with respect to the subscriber] will be maintained by the cable operator..." 47 U.S.C. § 551(a)(1). Throughout the relevant period, Comcast's Privacy Notice has failed to clearly and conspicuously tell subscribers how long Comcast would maintain their personally identifiable information, including video activity data and demographic data. Instead, the Privacy Notice opaquely states that Comcast maintains information that personally identifies the subscriber while he or she subscribes to one or more of Comcast's services and for a period of time after the subscriber no longer subscribes to a Comcast service "if the information is necessary for the purposes for which it was

<sup>3</sup> Comcast Spotlight. Audience Intelligence: Data, <https://www.comcastspotlight.com/ad-solutions/overview/audience-intelligence-data> (last visited Feb. 19, 2018).

1 collected or to satisfy legal requirements.”<sup>4</sup> This statement does not disclose how long Comcast  
2 maintains subscribers’ PII.

3 12. The Cable Act requires that cable operators obtain the “written or electronic  
4 consent of the subscriber concerned” prior to using the cable system to collect PII concerning any  
5 subscriber (subject to certain inapplicable exceptions). 47 U.S.C. § 551(b). Comcast violated (and  
6 continues to violate) this requirement by systematically and automatically collecting personally  
7 identifiable video activity data from subscribers for advertising purposes without their prior  
8 written or electronic consent.

9 13. The Cable Act requires cable operators to provide subscribers access to all PII  
10 regarding themselves which the cable operator collected and maintains. 47 U.S.C. § 551(d).  
11 Comcast does not provide cable subscribers who request access to their PII with a copy of all PII  
12 regarding that subscriber that Comcast has collected and maintains. Rather, when subscribers  
13 request access to the PII associated with their account, Comcast provides only the subscriber’s  
14 name, partial social security number, address, and telephone number without providing any of the  
15 video activity data or demographic data that Comcast maintains.

16 14. Comcast’s conduct also violates the California Invasion of Privacy Act (“CIPA”),  
17 Cal. Penal Code § 630 *et seq.* Comcast is subject to CIPA’s cable subscriber privacy protections  
18 set forth in Cal. Pen. Code § 637.5 because it is a “person” that owns, controls, operates, or  
19 manages a “cable television corporation” as those terms are defined in Cal. Pen. Code § 637.5(f).

20 15. CIPA prohibits any “person who owns, controls, operates, or manages a ... cable  
21 television corporation” from “us[ing] any electronic device to record, transmit, or observe any  
22 events ... that take place inside a subscriber’s residence, workplace, or place of business, without  
23 obtaining the express written consent of the subscriber.” Cal. Pen. Code § 637.5(a)(1). Comcast  
24 violated and continues to violate this prohibition by using electronic devices—namely subscribers’  
25

26  
27 <sup>4</sup> Comcast Customer Privacy Notice, Updated January 1, 2018, § VII. Other Important  
28 Information, Data Retention, [https://www.xfinity.com/corporate/customers/policies/  
customerprivacy](https://www.xfinity.com/corporate/customers/policies/customerprivacy) (last visited Feb. 19, 2018).



1 cable boxes<sup>5</sup>—to record, transmit, and observe events that take place inside subscribers’  
 2 residences, including which channels, programs, and advertisements they watch and when they  
 3 watch them, without subscribers’ express written consent.

4 16. CIPA requires that “[u]pon a subscriber’s application for ... cable television  
 5 service, ... a ... cable television corporation shall provide the applicant with a separate notice in  
 6 an appropriate form explaining the subscriber’s right to privacy protection afforded by [Cal. Pen.  
 7 Code § 637.5].” Cal. Pen. Code § 637.5(e). Comcast does not provide a separate notice explaining  
 8 subscribers’ privacy rights under CIPA, but relies on the same Customer Privacy Notice it uses to  
 9 fulfill its Cable Act notice obligations to satisfy this requirement. Comcast’s Privacy Notice does  
 10 not satisfy this requirement because, *inter alia*, it is not separate from the notice Comcast provides  
 11 pursuant to the Cable Act and it does not inform subscribers of their privacy rights under CIPA,  
 12 including the protections of Cal. Pen. Code § 637.5(a)(1).

13 17. CIPA requires that “[a]ny individually identifiable subscriber information gathered  
 14 by a ... cable television corporation shall be made available for subscriber examination within 30  
 15 days of receiving a request by a subscriber to examine the information on the premises of the  
 16 corporation.” Cal. Pen. Code § 637.5(d). Comcast does not provide cable subscribers who request  
 17 access to their individually identifiable subscriber information with a copy of all of the  
 18 individually identifiable subscriber information that Comcast gathered. Rather, when subscribers  
 19 request access to their individually identifiable subscriber information, Comcast provides only the  
 20 subscriber’s name, partial social security number, address, and telephone number without  
 21 providing any of the video activity data that Comcast maintains.

22 18. Comcast is continuing to engage in all of the unlawful conduct alleged herein so  
 23 Plaintiff, Class members, and the general public face continuing, present adverse effects and  
 24 likelihood of future injury from Comcast’s conduct.

25 **Plaintiff**

26 19. Plaintiff Brandon Hodges subscribed to Comcast cable television service for his

27 \_\_\_\_\_  
 28 <sup>5</sup> Plaintiff reserves the right to assert CIPA violations as to any further devices subsequently  
 disclosed or discovered.

1 residence in Oakland from in or about December 2015 to January 31, 2018.

2       20. When Plaintiff's Comcast cable television subscription began, and at least once a  
3 year thereafter, Comcast provided Plaintiff with a copy of its Customer Privacy Notice, which  
4 suffered from the above alleged deficiency.

5       21. Comcast never sought or obtained Plaintiff's electronic or written consent to collect  
6 his video activity data (personally identifiable or otherwise) using its cable system.

7       22. Upon the start of his cable subscription, Comcast provisioned Plaintiff with a set-  
8 top cable box. Plaintiff watched cable television using the set-top cable box during his cable  
9 subscription. Throughout Plaintiff's subscription to Comcast's cable television service, Comcast  
10 collected and maintained Plaintiff's personally identifiable video activity data and demographic  
11 data pursuant to the standardized practices alleged above.

12       23. Mr. Hodges requested that Comcast produce the PII associated with his account in  
13 or about November 2017. In response, Comcast provided Mr. Hodges with only his name, the last  
14 four digits of his social security number, his service address, and his telephone number.

15       24. Mr. Hodges, who is no longer a Comcast cable television subscriber, faces a threat  
16 of imminent or actual harm because, *inter alia*, Comcast continues to maintain and use his  
17 wrongfully obtained video activity data; Comcast is in continuing breach of its statutory duty to  
18 provide him with his PII and individually identifiable subscriber information; and he cannot make  
19 an informed decision about whether to subscribe to Comcast cable television in the future without  
20 knowing whether Comcast has ceased its unlawful practices.

21                                   **Class Allegations**

22       25. Pursuant to Code of Civil Procedure Section 382, Plaintiff brings this action on  
23 behalf of themselves and the following class (the "Class"):

24                   All persons in California with a residential Comcast cable television  
25                   subscription at any time during the applicable statutory limitations  
26                   period(s).

26       26. Excluded from the Class are the following individuals: Officers and directors of  
27 Comcast and its parents, subsidiaries, and affiliates, all judges assigned to hear any aspect of this  
28 litigation, and all of the foregoing persons' immediate family members.

1           27. Plaintiff reserves the right to modify or amend the definition of the proposed Class  
2 before the Court determines whether certification is appropriate.

3           28. Numerosity: The Class is so numerous that joinder of all Class members is  
4 impracticable.

5           29. Commonality: There are questions of law and fact common to the Class that  
6 predominate over any questions affecting only individual members of the Class, including:

- 7           a. Whether the video activity data and demographic data that Comcast  
8 collects, maintains, and uses, is PII under the Cable Act and/or III under  
9 CIPA;
- 10           b. Whether Comcast clearly and conspicuously informs subscribers of the  
11 period during which it maintains the personally identifiable video activity  
12 data and demographic data it collects;
- 13           c. Whether Comcast obtains prior written or electronic consent to collect  
14 video activity data for advertising purposes using its cable system;
- 15           d. Whether Comcast uses an electronic device to record, transmit, or observe  
16 events that take place inside its subscribers' residences; and
- 17           e. Whether Comcast obtains subscribers' express written consent to record,  
18 transmit, or observe their viewing activity.

19           30. Typicality: Plaintiff's claims are typical of Class members' claims because  
20 Comcast systematically collected, maintained, and used Plaintiff's and Class members' personally  
21 identifiable information in the same manner.

22           31. Adequacy of Representation: Plaintiff is a member of the Class, Plaintiff's interests  
23 do not conflict with the interests of other Class members, and Plaintiff's counsel are competent  
24 and experienced in litigating consumer class actions.

25           32. Superiority of Class Action: A class action is superior to other available means for  
26 the fair and efficient adjudication of this controversy. Individual joinder of all Class members is  
27 not practicable, and questions of law and fact common to the Class predominate over any  
28 questions affecting only individual members of the Class. Class action treatment will allow those

1 similarly situated persons to litigate their claims in the manner that is most efficient and  
2 economical for the parties and the judicial system.

3 **First Cause of Action**  
4 **Violation of 47 U.S.C. § 551(a)**  
5 **(On behalf of Plaintiff and the Class)**

6 33. Plaintiff incorporates all preceding paragraphs as though repeated here.

7 34. In violation of 47 U.S.C. § 551(a)(1)(C), Comcast failed to clearly and  
8 conspicuously notify subscribers (including Plaintiff) in writing, at the requisite times, of the  
9 period during which it maintains their PII, including video activity data and demographic data.

10 **Second Cause of Action**  
11 **Violation of 47 U.S.C. § 551(b)**  
12 **(On behalf of Plaintiff and the Class)**

13 35. Plaintiff incorporates all preceding paragraphs as though repeated here.

14 36. In violation of 47 U.S.C. § 551(b), Comcast used its cable system to collect  
15 personally identifiable video activity data concerning its subscribers (including Plaintiff) for  
16 advertising purposes without their prior written or electronic consent.

17 37. Comcast's collection of video activity data concerning its subscribers for  
18 advertising purposes is not permitted under 47 U.S.C. § 551(b)(2) because such collection is not  
19 for the purpose of: (A) obtaining information necessary to render a cable service or other service  
20 provided by the cable operator to the subscriber; or (B) detecting unauthorized reception of cable  
21 communications.

22 **Third Cause of Action**  
23 **Violation of 47 U.S.C. § 551(d)**  
24 **(On behalf of Plaintiff)**

25 38. Plaintiff incorporates all preceding paragraphs as though repeated here.

26 39. In violation of 47 U.S.C. § 551(d), Comcast failed to provide Plaintiff with access  
27 to all PII regarding Plaintiff that Comcast collected and maintains after Plaintiff requested access  
28 to his PII. Among other things, Comcast maintains personally identifiable video activity data and  
demographic data about Plaintiff but did not produce it in response to Plaintiff's request for his  
PII.

**Fourth Cause of Action**  
**Violation of Cal. Pen. Code § 637.5(a)(1)**  
**(On behalf of Plaintiff and the Class)**

40. Plaintiff incorporates all preceding paragraphs as though repeated here.

41. In violation of Cal. Pen. Code § 637.5(a)(1), Comcast used an electronic device—namely subscribers' cable boxes—to record, transmit, and observe events that took place inside Plaintiff's and Class members' residences, including which channels, programs, and advertisements Plaintiff and Class members watched and when they watched them, without the express written consent of Plaintiff and Class members.

**Fifth Cause of Action**  
**Violation of Cal. Pen. Code § 637.5(d)**  
**(On behalf of Plaintiff)**

42. Plaintiff incorporates all preceding paragraphs as though repeated here.

43. In violation of Cal. Pen. Code § 637.5(d), Comcast failed to make all of the individually identifiable subscriber information it gathered concerning Plaintiff available for examination within 30 days upon receiving a request for such information from Plaintiff. Among other things, Comcast failed to make the individually identifiable video activity data concerning Plaintiff that it gathered available for examination.

**Sixth Cause of Action**  
**Violations of the Unfair Competition Law**  
**Bus. & Prof. Code § 17200 et seq.**  
**(On behalf of Plaintiff and the Class)**

44. Plaintiff incorporates all preceding paragraphs as though repeated here.

45. California Business and Professions Code § 17200 *et seq.*, the Unfair Competition Law (the "UCL"), prohibits unfair, unlawful, and fraudulent business practices.

46. Comcast violated the UCL's unlawful prong by, *inter alia*:

- a. Failing to clearly and conspicuously notify subscribers (including Plaintiff) in writing, at the requisite times, of the period during which it maintains their PII, including video activity data and demographic data, in violation of 47 U.S.C. § 551(a);
- b. Using its cable system to collect Plaintiff's and Class members' personally identifiable video activity data without their prior written or electronic

consent in violation of 47 U.S.C. § 551(b);

- c. Failing to provide Plaintiff with access to all PII regarding Plaintiff that Comcast collected and maintains after Plaintiff requested access to his PII in violation of 47 U.S.C. § 551(d);
- d. Using an electronic device—namely subscribers’ cable boxes—to record, transmit, and observe events that took place inside Plaintiff’s and Class members’ residences, including which channels, programs, and advertisements Plaintiff and Class members watched and when they watched them, without the express written consent of Plaintiff, in violation of Cal. Pen. Code § 637.5(a)(1); and
- e. Failing to make all of the individually identifiable subscriber information it gathered concerning Plaintiff available for examination within 30 days upon receiving a request for such information from Plaintiff in violation of Cal. Pen. Code § 637.5(d).

47. Comcast’s UCL violations resulted in the loss of money or property to Plaintiff in that Comcast’s unlawful collection of Plaintiff’s video activity data diminished the value of Plaintiff’s Comcast cable service to a level below the price Plaintiff paid for it. Plaintiff would not have paid as much—or at all—for Comcast’s service had he known of Comcast’s unlawful activity described herein.

#### **Prayer for Relief**

**WHEREFORE**, Plaintiff and the Class pray for relief and judgment as follows:

- 1. For statewide public injunctive relief requiring Comcast to:
  - a. clearly and conspicuously notify cable subscribers in writing, at the requisite times, of the period during which it maintains their PII, including video activity data and demographic data (under the Cable Act and UCL);
  - b. stop using its cable system to collect cable subscribers’ personally identifiable video activity data for advertising purposes without their prior written or electronic consent (under the Cable Act and UCL);

- c. destroy all personally identifiable video activity data collected from cable subscribers for advertising purposes without prior written or electronic consent and any information derived in whole or part from such data (under the Cable Act and UCL);
- d. change its procedures to provide cable subscribers who request access to their PII with access to all such PII in Comcast's possession, including video activity data and demographic data (under the Cable Act and UCL);
- e. stop using its cable system to record, transmit, or observe video activity data about cable subscribers without their express written consent (under CIPA and the UCL);
- f. destroy all video activity data collected from cable subscribers through Comcast's cable system without their express written consent (under CIPA and the UCL);
- g. provide cable subscribers who request access to their individually identifiable subscriber information with access to all such information gathered by Comcast within 30 days, including video activity data (under CIPA and the UCL).

2. For liquidated damages to Plaintiff and each Class member computed at the rate of \$100 a day for each day of violation of 47 U.S.C. § 551 or \$1,000, whichever is higher, pursuant to 47 U.S.C. § 551(f)(2)(A).
3. For statutory damages of \$5,000 per violation of Penal Code § 637.5 for Plaintiff and each Class member pursuant to Penal Code § 637.2(a)(1).
4. For an award of punitive damages to Plaintiff and each Class member pursuant to 47 U.S.C. § 551(f)(2)(B).
5. For attorney's fees and expenses pursuant to all applicable laws including, without limitation, 47 U.S.C. § 551(f)(2)(C) and Code of Civil Procedure § 1021.5.
6. For pre-judgment interest on any amounts awarded.
7. For such other and further relief as the Court deems just and proper.

1  
2 DATED: February 20, 2018

RESPECTFULLY SUBMITTED,

3 GALLO LLP  
4 CARNEY, BATES & PULLIAM, PLLC

5  
6 By   
7 Ray E. Gallo



**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury of all matters so triable.

DATED: February 20, 2018

RESPECTFULLY SUBMITTED,

GALLO LLP  
CARNEY, BATES & PULLIAM, PLLC

By: 

Ray E. Gallo

CM-010

<b>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):</b> Ray E. Gallo (SBN #158903); Dominic R. Valerian (SBN #240001) Gallo LLP 1299 4th St, Ste. 505 San Rafael, CA 94901 TELEPHONE NO.: (415) 423-3573 FAX NO.: (415) 257-8844 ATTORNEY FOR (Name): <b>Brandon Hodges</b>		<b>FOR COURT USE ONLY</b>  <b>ENDORSED</b> <b>FILED</b> <b>ALAMEDA COUNTY</b>  <b>FEB 21 2018</b>  <b>CLERK OF THE SUPERIOR COURT</b> By <u>TANIA PIERCE</u> Deputy
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> Alameda STREET ADDRESS: 1225 Fallon St. MAILING ADDRESS: 1225 Fallon St. CITY AND ZIP CODE: Oakland, CA 94612 BRANCH NAME: Oakland - René C. Davidson Courthouse		
<b>CASE NAME:</b> Brandon Hodges v. Comcast Cable Communications, LLC, et al.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000)	<input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	
<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		<b>CASE NUMBER:</b> Rg18893764  <b>JUDGE:</b>  <b>DEPT:</b>

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PIPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIPD/WD (23) <b>Non-PIPD/WD (Other) Tort</b> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIPD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (08) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (28) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	---

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 6
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015)

Date: 02/20/2018  
 Dominic Valerian

(TYPE OR PRINT NAME)

*Dominic Valerian*  
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

BY FAX

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

<b>Auto Tort</b>	<b>Contract</b>	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</b>
Auto (22)–Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)	Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	Construction Defect (10)
	Contract/Warranty Breach–Seller Plaintiff (not fraud or negligence)	Claims Involving Mass Tort (40)
	Negligent Breach of Contract/Warranty	Securities Litigation (28)
<b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos (04)	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
Asbestos Property Damage	Collection Case–Seller Plaintiff	Enforcement of Judgment
Asbestos Personal Injury/Wrongful Death	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Product Liability (not asbestos or toxic/environmental) (24)	Insurance Coverage (not provisionally complex) (18)	Abstract of Judgment (Out of County)
Medical Malpractice (45)	Auto Subrogation	Confession of Judgment (non-domestic relations)
Medical Malpractice–Physicians & Surgeons	Other Coverage	Sister State Judgment
Other Professional Health Care Malpractice	Other Contract (37)	Administrative Agency Award (not unpaid taxes)
Other PI/PD/WD (23)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Premises Liability (e.g., slip and fall)	Other Contract Dispute	Other Enforcement of Judgment Case
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	<b>Real Property</b>	<b>Miscellaneous Civil Complaint</b>
Intentional Infliction of Emotional Distress	Eminent Domain/Inverse Condemnation (14)	RICO (27)
Negligent Infliction of Emotional Distress	Wrongful Eviction (33)	Other Complaint (not specified above) (42)
Other PI/PD/WD	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
<b>Non-PI/PD/WD (Other) Tort</b>	Writ of Possession of Real Property	Injunctive Relief Only (non-harassment)
Business Tort/Unfair Business Practice (07)	Mortgage Foreclosure	Mechanics Lien
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)	Quiet Title	Other Commercial Complaint Case (non-tort/non-complex)
Defamation (e.g., slander, libel) (13)	Other Real Property (not eminent domain, landlord/tenant, or foreclosure)	Other Civil Complaint (non-tort/non-complex)
Fraud (16)	<b>Unlawful Detainer</b>	<b>Miscellaneous Civil Petition</b>
Intellectual Property (19)	Commercial (31)	Partnership and Corporate Governance (21)
Professional Negligence (25)	Residential (32)	Other Petition (not specified above) (43)
Legal Malpractice	Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)	Civil Harassment
Other Professional Malpractice (not medical or legal)	<b>Judicial Review</b>	Workplace Violence
Other Non-PI/PD/WD Tort (35)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
<b>Employment</b>	Petition Re: Arbitration Award (11)	Election Contest
Wrongful Termination (36)	Writ of Mandate (02)	Petition for Name Change
Other Employment (15)	Writ–Administrative Mandamus	Petition for Relief From Late Claim
	Writ–Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ–Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal–Labor Commissioner Appeals	

## F. ADDENDUM TO CIVIL CASE COVER SHEET

Short Title: <b>Hodges v. Comcast Cable Communications, LLC, et al.</b>	Case Number:
--	--------------

## CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA			
		<input type="checkbox"/> Hayward Hall of Justice (447)	
<input checked="" type="checkbox"/> Oakland, Rene C. Davidson Alameda County Courthouse (446)		<input type="checkbox"/> Pleasanton, Gale-Schenone Hall of Justice (448)	
Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)	
Auto Tort	Auto tort (22)	<input type="checkbox"/> 34 Auto tort (G) Is this an uninsured motorist case? <input type="checkbox"/> yes <input type="checkbox"/> no	
Other PI /PD / WD Tort	Asbestos (04)	<input type="checkbox"/> 75 Asbestos (O)	
	Product liability (24)	<input type="checkbox"/> 89 Product liability (not asbestos or toxic tort/environmental) (G)	
	Medical malpractice (45)	<input type="checkbox"/> 97 Medical malpractice (G)	
	Other PI/PD/WD tort (23)	<input type="checkbox"/> 33 Other PI/PD/WD tort (G)	
Non - PI /PD / WD Tort	Bus tort / unfair bus. practice (07)	<input checked="" type="checkbox"/> 79 Bus tort / unfair bus. practice (G)	
	Civil rights (08)	<input type="checkbox"/> 80 Civil rights (G)	
	Defamation (13)	<input type="checkbox"/> 84 Defamation (G)	
	Fraud (16)	<input type="checkbox"/> 24 Fraud (G)	
	Intellectual property (19)	<input type="checkbox"/> 87 Intellectual property (G)	
	Professional negligence (25)	<input type="checkbox"/> 59 Professional negligence - non-medical (G)	
	Other non-PI/PD/WD tort (35)	<input type="checkbox"/> 03 Other non-PI/PD/WD tort (G)	
Employment	Wrongful termination (36)	<input type="checkbox"/> 38 Wrongful termination (G)	
	Other employment (15)	<input type="checkbox"/> 85 Other employment (G)	
		<input type="checkbox"/> 53 Labor comm award confirmation	
		<input type="checkbox"/> 54 Notice of appeal - L.C.A.	
Contract	Breach contract / Wrnty (06)	<input type="checkbox"/> 04 Breach contract / Wrnty (G)	
	Collections (09)	<input type="checkbox"/> 81 Collections (G)	
	Insurance coverage (18)	<input type="checkbox"/> 86 Ins. coverage - non-complex (G)	
	Other contract (37)	<input type="checkbox"/> 98 Other contract (G)	
Real Property	Eminent domain / Inv Cdm (14)	<input type="checkbox"/> 18 Eminent domain / Inv Cdm (G)	
	Wrongful eviction (33)	<input type="checkbox"/> 17 Wrongful eviction (G)	
	Other real property (26)	<input type="checkbox"/> 36 Other real property (G)	
Unlawful Detainer	Commercial (31)	<input type="checkbox"/> 94 Unlawful Detainer - commercial	Is the deft. in possession of the property? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Residential (32)	<input type="checkbox"/> 47 Unlawful Detainer - residential	
	Drugs (38)	<input type="checkbox"/> 21 Unlawful detainer - drugs	
Judicial Review	Asset forfeiture (05)	<input type="checkbox"/> 41 Asset forfeiture	
	Petition re: arbitration award (11)	<input type="checkbox"/> 62 Pet. re: arbitration award	
	Writ of Mandate (02)	<input type="checkbox"/> 49 Writ of mandate	
	Other judicial review (39)	<input type="checkbox"/> 64 Other judicial review Is this a CEQA action (Publ.Res.Code section 21000 et seq) <input type="checkbox"/> Yes <input type="checkbox"/> No	
Provisionally Complex	Antitrust / Trade regulation (03)	<input type="checkbox"/> 77 Antitrust / Trade regulation	
	Construction defect (10)	<input type="checkbox"/> 82 Construction defect	
	Claims involving mass tort (40)	<input type="checkbox"/> 78 Claims involving mass tort	
	Securities litigation (28)	<input type="checkbox"/> 91 Securities litigation	
	Toxic tort / Environmental (30)	<input type="checkbox"/> 93 Toxic tort / Environmental	
	Ins covrg from cmplx case type (41)	<input type="checkbox"/> 95 Ins covrg from complex case type	
Enforcement of Judgment	Enforcement of judgment (20)	<input type="checkbox"/> 19 Enforcement of judgment	
		<input type="checkbox"/> 08 Confession of judgment	
Misc Complaint	RICO (27)	<input type="checkbox"/> 90 RICO (G)	
	Partnership / Corp. governance (21)	<input type="checkbox"/> 88 Partnership / Corp. governance (G)	
	Other complaint (42)	<input type="checkbox"/> 68 All other complaints (G)	
Misc. Civil Petition	Other petition (43)	<input type="checkbox"/> 06 Change of name	
		<input type="checkbox"/> 69 Other petition	



## Superior Court of California, County of Alameda Alternative Dispute Resolution (ADR) Information Packet

The person who files a civil lawsuit (plaintiff) must include the ADR Information Packet with the complaint when serving the defendant. Cross complainants must serve the ADR Information Packet on any new parties named to the action.

The Court *strongly encourages* the parties to use some form of ADR before proceeding to trial. You may choose ADR by:

- Indicating your preference on Case Management Form CM-110;
- Filing the Stipulation to ADR and Delay Initial Case Management Conference for 90 Days (a local form included with the information packet); or
- Agree to ADR at your Initial Case Management Conference.

**QUESTIONS?** Call (510) 891-6055. Email [adrprogram@alameda.courts.ca.gov](mailto:adrprogram@alameda.courts.ca.gov)  
Or visit the court's website at <http://www.alameda.courts.ca.gov/adr>

### What Are The Advantages Of Using ADR?

- *Faster* – Litigation can take years to complete but ADR usually takes weeks or months.
- *Cheaper* – Parties can save on attorneys' fees and litigation costs.
- *More control and flexibility* – Parties choose the ADR process appropriate for their case.
- *Cooperative and less stressful* – In mediation, parties cooperate to find a mutually agreeable resolution.
- *Preserve Relationships* – A mediator can help you effectively communicate your interests and point of view to the other side. This is an important benefit when you want to preserve a relationship.

### What Is The Disadvantage Of Using ADR?

- *You may go to court anyway* – If you cannot resolve your dispute using ADR, you may still have to spend time and money resolving your lawsuit through the courts.

### What ADR Options Are Available?

- *Mediation* – A neutral person (mediator) helps the parties communicate, clarify facts, identify legal issues, explore settlement options, and agree on a solution that is acceptable to all sides.
  - **Court Mediation Program:** Mediators do not charge fees for the first two hours of mediation. If parties need more time, they must pay the mediator's regular fees.

Some mediators ask for a deposit before mediation starts which is subject to a refund for unused time.

- **Private Mediation:** This is mediation where the parties pay the mediator's regular fees and may choose a mediator outside the court's panel.
- **Arbitration** – A neutral person (arbitrator) hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial and the rules of evidence are often relaxed. Arbitration is effective when the parties want someone other than themselves to decide the outcome.
- **Judicial Arbitration Program (non-binding):** The judge can refer a case or the parties can agree to use judicial arbitration. The parties select an arbitrator from a list provided by the court. If the parties cannot agree on an arbitrator, one will be assigned by the court. There is no fee for the arbitrator. The arbitrator must send the decision (award of the arbitrator) to the court. The parties have the right to reject the award and proceed to trial.
- **Private Arbitration (binding and non-binding)** occurs when parties involved in a dispute either agree or are contractually obligated. This option takes place outside of the courts and is normally binding meaning the arbitrator's decision is final.

#### **Mediation Service Programs In Alameda County**

Low cost mediation services are available through non-profit community organizations. Trained volunteer mediators provide these services. Contact the following organizations for more information:

##### **SEEDS Community Resolution Center**

2530 San Pablo Avenue, Suite A, Berkeley, CA 94702-1612

Telephone: (510) 548-2377 Website: [www.seedscrc.org](http://www.seedscrc.org)

Their mission is to provide mediation, facilitation, training and education programs in our diverse communities – Services that Encourage Effective Dialogue and Solution-making.

##### **Center for Community Dispute Settlement**

291 McLeod Street, Livermore, CA 94550

Telephone: (925) 373-1035 Website: [www.trivalleymediation.com](http://www.trivalleymediation.com)

CCDS provides services in the Tri-Valley area for all of Alameda County.

##### ***For Victim/Offender Restorative Justice Services***

**Catholic Charities of the East Bay: Oakland**

433 Jefferson Street, Oakland, CA 94607

Telephone: (510) 768-3100 Website: [www.cceb.org](http://www.cceb.org)

Mediation sessions involve the youth, victim, and family members work toward a mutually agreeable restitution agreement.

ALA ADR-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)  TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, ALAMEDA COUNTY  STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____	
PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT: _____	
STIPULATION TO ATTEND ALTERNATIVE DISPUTE RESOLUTION (ADR) AND DELAY INITIAL CASE MANAGEMENT CONFERENCE FOR 90 DAYS	CASE NUMBER: _____

**INSTRUCTIONS:** All applicable boxes must be checked, and the specified information must be provided.

This stipulation is effective when:

- All parties have signed and filed this stipulation with the Case Management Conference Statement at least 15 days before the initial case management conference.
- A copy of this stipulation has been received by the ADR Program Administrator, 1225 Fallon Street, Oakland, CA 94612.

1. Date complaint filed: \_\_\_\_\_. An Initial Case Management Conference is scheduled for:

Date:

Time:

Department:

2. Counsel and all parties certify they have met and conferred and have selected the following ADR process (check one):

- ☐ Court mediation      ☐ Judicial arbitration  
☐ Private mediation      ☐ Private arbitration

3. All parties agree to complete ADR within 90 days and certify that:

- No party to the case has requested a complex civil litigation determination hearing;
- All parties have been served and intend to submit to the jurisdiction of the court;
- All parties have agreed to a specific plan for sufficient discovery to make the ADR process meaningful;
- Copies of this stipulation and self-addressed stamped envelopes are provided for returning endorsed filed stamped copies to counsel and all parties;
- Case management statements are submitted with this stipulation;
- All parties will attend ADR conferences; and,
- The court will not allow more than 90 days to complete ADR.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

\_\_\_\_\_

(TYPE OR PRINT NAME)



\_\_\_\_\_

(SIGNATURE OF PLAINTIFF)

Date:

\_\_\_\_\_

(TYPE OR PRINT NAME)



\_\_\_\_\_

(SIGNATURE OF ATTORNEY FOR PLAINTIFF)

ALA ADR-001

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
--	--------------

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)       \_\_\_\_\_  
(SIGNATURE OF DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)       \_\_\_\_\_  
(SIGNATURE OF ATTORNEY FOR DEFENDANT)



[ GALLO LLP Attn: Valerian, Dominic R. 1299 Fourth Street Suite 505 L San Rafael, CA 94901 _____ ]	[ Comcast Cable Communications, LLC ]
--	---------------------------------------

---

**Superior Court of California, County of Alameda  
Rene C. Davidson Alameda County Courthouse**

---

<div style="display: flex; justify-content: space-between;"><div>Hodges</div><div>Plaintiff/Petitioner(s)</div></div> <div style="text-align: center; padding: 5px 0;">VS.</div> <div style="display: flex; justify-content: space-between;"><div>Comcast Cable Communications, LLC</div><div>Defendant/Respondent(s)</div></div> <div style="text-align: center; padding: 5px 0;">(Abbreviated Title)</div>	<div style="text-align: right; padding-bottom: 20px;">No. <u>RG18893764</u></div> <div style="text-align: center;">NOTICE OF HEARING</div>
--	--

To each party or to the attorney(s) of record for each party herein:

Notice is hereby given that the above-entitled action has been set for:

Complex Determination Hearing  
Case Management Conference

You are hereby notified to appear at the following Court location on the date and time noted below:

Complex Determination Hearing:

DATE: 04/10/2018 TIME: 03:00 PM DEPARTMENT: 23

LOCATION: Administration Building, Fourth Floor  
1221 Oak Street, Oakland

Case Management Conference:

DATE: 05/15/2018 TIME: 03:00 PM DEPARTMENT: 23

LOCATION: Administration Building, Fourth Floor  
1221 Oak Street, Oakland

Pursuant to California Rules of Court, Rule 3.400 et seq. and Local Rule 3.250 (Unified Rules of the Superior Court, County of Alameda), the above-entitled matter is set for a Complex Litigation Determination Hearing and Initial Complex Case Management Conference.

Department 23 issues tentative rulings on DomainWeb ([www.alameda.courts.ca.gov/domainweb](http://www.alameda.courts.ca.gov/domainweb)). For parties lacking access to DomainWeb, the tentative ruling must be obtained from the clerk at (510) 267-6939. Please consult Rule 3.30(c) of the Unified Rules of the Superior Court, County of Alameda, concerning the tentative ruling procedures for Department 23.

Counsel or party requesting complex litigation designation is ordered to serve a copy of this notice on all parties omitted from this notice or brought into the action after this notice was mailed.

All counsel of record and any unrepresented parties are ordered to attend this Initial Complex Case Management Conference unless otherwise notified by the Court.

Failure to appear, comply with local rules or provide a Case Management Conference statement may result in sanctions. Case Management Statements may be filed by E-Delivery, by submitting directly to the E-Delivery Fax Number (510) 267-5732. No fee is charged for this service. For further information, go to **Direct Calendar Departments** at

<http://apps.alameda.courts.ca.gov/domainweb>.

All motions in this matter to be heard prior to Complex Litigation Determination Hearing must be scheduled for hearing in Department 23.

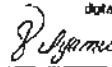
If the information contained in this notice requires change or clarification, please contact the courtroom clerk for Department 23 by e-mail at [Dept.23@alameda.courts.ca.gov](mailto:Dept.23@alameda.courts.ca.gov) or by phone at (510) 267-6939.

TELEPHONIC COURT APPEARANCES at Case Management Conferences may be available by contacting CourtCall, an independent vendor, at least 3 business days prior to the scheduled conference. Parties can make arrangements by calling (888) 882-6878, or faxing a service request form to (888) 883-2946. This service is subject to charges by the vendor.

Dated: 02/26/2018

Chad Finke Executive Officer / Clerk of the Superior Court

By

 digital

Deputy Clerk

---

**CLERK'S CERTIFICATE OF MAILING**

I certify that the following is true and correct: I am the clerk of the above-named court and not a party to this cause. I served this Notice by placing copies in envelopes addressed as shown hereon and then by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail at Alameda County, California, following standard court practices.

Executed on 02/27/2018.

By

 digital

Deputy Clerk

Gallo LLP  
1299 Fourth St., Suite 505  
San Rafael, CA 94901

Ray E. Gallo (SBN 158903)  
rgallo@gallo-law.com  
Dominic Valerian (SBN 240001)  
dvalerian@gallo-law.com  
GALLO LLP  
1299 Fourth St., Suite 505  
San Rafael, CA 94901  
Phone: 415.257.8800

Hank Bates (SBN 167688)  
hbates@cbplaw.com  
CARNEY, BATES & PULLIAM, PLLC  
519 West 7th Street  
Little Rock, AR 72201  
Phone: 501.312.8500  
Attorneys for Plaintiff  
Brandon Hodges

Attorneys for Plaintiff  
Brandon Hodges

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

Brandon Hodges, for himself, and all  
others similarly situated,

Plaintiff,

vs.

Comcast Cable Communications, LLC, a  
Delaware limited liability company; and  
Does 1-50, inclusive,

Defendants

Case No. RG18893764

Dept. 23

**NOTICE OF PAYMENT OF ADVANCE JURY  
FEE**

Complaint Filed: February 21, 2018

TO THE COURT, ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Plaintiff Brandon Hodges hereby submits a jury fee deposit in the amount of \$150 in the above-entitled action pursuant to California Code of Civil Procedure Section 631(b).

DATED: 3/5/2018

RESPECTFULLY SUBMITTED,

GALLO LLP

By:



Dominic Valerian  
Attorneys for Plaintiffs

Gallo LLP  
1299 Fourth St., Suite 505  
San Rafael, CA 94901

1 Ray E. Gallo (SBN 158903)  
rgallo@gallo.law  
2 Dominic Valerian (SBN 240001)  
dvalerian@gallo.law  
3 GALLO LLP  
4 1299 Fourth St., Suite 505  
San Rafael, CA 94901  
5 Phone: 415.257.8800

6 Hank Bates (SBN 167688)  
hbates@cbplaw.com  
7 CARNEY, BATES & PULLIAM, PLLC  
8 519 West 7th Street  
Little Rock, AR 72201  
9 Phone: 501.312.8500

10 Attorneys for Plaintiff  
11 Brandon Hodges

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **COUNTY OF ALAMEDA**

14  
15 Brandon Hodges, for himself, and all  
others similarly situated,

16 **Plaintiff,**

17 vs.

18 Comcast Cable Communications, LLC, a  
19 Delaware limited liability company; and  
Does 1-50, inclusive,

20 **Defendants**

Case No. RG18893764

Dept. 23

**PROOF OF SERVICE**

Complaint Filed: February 21, 2018

**PROOF OF SERVICE**

STATE OF CALIFORNIA )  
 ) ss.  
 COUNTY OF MARIN )

I am over the age of 18 years and not a party to the within action; my business address is 1299 Fourth St., Suite 505, San Rafael, California 94901. My address for electronic service is sshimizu@gallo.law.

On March 5, 2018, in the matter of *Hodges v. Comcast Cable Communications, LLC*, Alameda Superior Court Case No. RG18893764, I served true and correct copies of the following document(s):

**NOTICE OF HEARING (COMPLEX DETERMINATION HEARING AND CASE MANAGEMENT CONFERENCE)**

**NOTICE OF PAYMENT OF ADVANCE JURY FEE**

By the following means of service:

X : By First-Class Mail – by enclosing the documents in an envelope and depositing the sealed envelopes with the United States Postal Service at San Rafael, California, with the postage fully prepaid and addressed as follows:

Seamus C. Duffy Michael W. McTigue Meredith C. Slawe DRINKER BIDDLE & REATH LLP One Logan Square, Suite 2000 Philadelphia, PA 19103	<i>Registered Agent for Service of          Process for Defendant Comcast          Cable Communications, LLC</i>
--	--

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on March 5, 2018, at San Rafael, California.

\_\_\_\_\_  
 Season Shimizu



20663816

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Dominic Valerian, 240001 Gallo LLP 1299 Fourth Street, Suite 505 San Rafael, CA 94901 TELEPHONE NO.: (415)257-8800 Ext 17 ATTORNEY FOR (Name): Plaintiff		FILED ALAMEDA COUNTY MAR 06 2018 CLERK OF THE SUPERIOR COURT By <i>[Signature]</i> D. OLIVER, Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Superior Court of California, Alameda County 1225 Fallon Street, #109 Oakland, CA 94612-4293			
PLAINTIFF/PETITIONER: Brandon Hodges DEFENDANT/RESPONDENT: Comcast Cable Communications, LLC, et al.		CASE NUMBER: RG18893764	
<b>PROOF OF SERVICE OF SUMMONS</b>		Ref. No. or File No.: 1583.180219	

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action. **BY FAX**  
 2. I served copies of: Summons, Complaint, Civil Case Cover Sheet, Civil Case Cover Sheet Addendum, ADR Packet, Stipulation ADR Packet

3. a. Party served: Comcast Cable Communications, LLC, a Delaware limited liability company  
 b. Person Served: CT Corporation System - Person Authorized to Accept Service of Process

4. Address where the party was served: 818 West Seventh Street, Suite 930  
 Los Angeles, CA 90017

5. I served the party

- a. by personal service. I personally delivered the documents listed in Item 2 to the party or person authorized to receive service of process for the party (1) on (date): 02/22/2018 (2) at (time): 3:00PM

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- d. on behalf of:

Comcast Cable Communications, LLC, a Delaware limited liability company  
 under: Other: Limited Liability Company

7. Person who served papers

- a. Name: Jimmy Lizama  
 b. Address: One Legal - 194-Marin  
 504 Redwood Blvd #223  
 Novato, CA 94947

- c. Telephone number: 415-491-0606

- d. The fee for service was: \$ 40.00

- e I am:

- (3) registered California process server.  
 (i) Employee or independent contractor.  
 (ii) Registration No.: 4553  
 (iii) County: Los Angeles

8. I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Date: 02/23/2018

Jimmy Lizama

(NAME OF PERSON WHO SERVED PAPERS)

(SIGNATURE)

20658445

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Dominic Valerian, 240001 Gallo LLP 1299 Fourth Street, Suite 505 San Rafael, CA 94901 TELEPHONE NO.: (415)257-8800 Ext 17 ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY <b>FILED</b> <b>ALAMEDA COUNTY</b> <b>MAR 13 2018</b> CLERK OF THE SUPERIOR COURT By <i>[Signature]</i> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Superior Court of California, Alameda County 1225 Fallon Street, #109 Oakland, CA 94612-4293	
PLAINTIFF/PETITIONER: Brandon Hodges DEFENDANT/RESPONDENT: Comcast Cable Communications, LLC, et al.	CASE NUMBER: RG18893764
<b>PROOF OF SERVICE OF SUMMONS</b>	Ref. No. or File No.: 1583.180219

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action. **BY FAX**  
 2. I served copies of: Summons, Complaint, Civil Case Cover Sheet, Civil Case Cover Sheet Addendum, ADR Packet, Stipulation ADR Packet

3. a. Party served: Comcast Cable Communications, LLC, a Delaware limited liability company  
 b. Person Served: CT Corporation System - Person Authorized to Accept Service of Process

4. Address where the party was served: 818 West Seventh Street, Suite 930  
 Los Angeles, CA 90017

5. I served the party  
 a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 02/22/2018 (2) at (time): 3:00PM  
 6. The "Notice to the Person Served" (on the summons) was completed as follows:

d. on behalf of:

Comcast Cable Communications, LLC, a Delaware limited liability company  
 under: Other: Limited Liability Company

**7. Person who served papers**

- a. Name: Jimmy Lizama  
 b. Address: One Legal - 194-Marin  
 504 Redwood Blvd #223  
 Novato, CA 94947

c. Telephone number: 415-491-0606

d. The fee for service was: \$ 40.00

e I am:

- (3) registered California process server.  
 (i) Employee or independent contractor.  
 (ii) Registration No.: 4553  
 (iii) County: Los Angeles

8. I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Date: 02/23/2018

Jimmy Lizama

(NAME OF PERSON WHO SERVED PAPERS)

(SIGNATURE)

MAR 13 2018